3. Maintenance and Repair

122. A nondiscriminatory interface for maintenance and repair would permit AT&T to support its customers in identifying, reporting, and testing troubles, and to resolve them with the same speed and effectiveness as BellSouth does for its own retail customers. The interface also would provide status and completion information regarding the restoration of services. The interfaces BellSouth currently makes available to CLECs, however, do not meet these requirements.

123. As in the case of pre-ordering and ordering, the SGAT provides no information regarding the electronic maintenance and repair interfaces that BellSouth will provide to new entrants. The SGAT simply states:

> **Service Trouble Reporting and Repair.** Service trouble reporting and repair allows CLECs to report and monitor service troubles and obtain repair services. BellSouth provides CLECs service trouble reporting availability and monitoring in a non-discriminatory manner that provides CLECs the same ability to report and monitor service troubles that BellSouth provides to itself. BellSouth also provides CLECs an estimated time to repair, an appointment time or a commitment time, as appropriate, on all trouble reports.

SGAT, p. 7. BellSouth thus fails to identify even the interfaces that it offers CLECs for maintenance and repair, much less any information on how BellSouth proposes to provide nondiscriminatory access to the maintenance and repair functions of its OSS.

124. Mr. Stacy suggests that BellSouth provides two interfaces for maintenance and repair: BellSouth's Trouble Analysis and Facilitation Interface ("TAFI") and the T1M1 industry standard electronic bonding interface ("T1M1 EBI") currently used by interexchange

carriers for access services. Stacy OSS Aff., ¶ 82. As BellSouth is currently offering them, however, neither of these interfaces offers nondiscriminatory access.

125. AT&T would prefer to use an electronic bonding interface, because it has the potential of offering fully electronic processing of maintenance and repair transactions. BellSouth is committed to provide AT&T with an electronic EBI interface for service readiness testing by mid-November 1997.[78] The T1M1 EBI interface that BellSouth currently provides, however, is not capable of providing nondiscriminatory access to resellers, as reflected by the fact that it is currently only used by interexchange carriers for access services.

126. As Mr. Stacy acknowledges, this currently-offered T1M1 version of the EBI interface has "limited functionality" for CLECs. It is intended to enable CLECs to report troubles only for designed (circuit ID based) services, such as resold complex private line services. Id.

127. The currently-offered T1M1 EBI interface is also incapable of providing nondiscriminatory access because it does not provide electronic flow-through to BellSouth's legacy systems. Since that interface is coded only for circuits purchased from the access tariff, any local orders sent via the T1M1 EBI will fall out for manual processing by BellSouth.

128. Similarly, TAFI does not provide nondiscriminatory access. Although Mr. Stacy states that TAFI is used to handle trouble reporting "for non-designed or telephone number based services," in fact, TAFI functionality is available only for basic exchange service, often

[78] See letter from Terrie Hudson (BellSouth) to Pamela Nelson (AT&T), dated May 14, 1997 (Attachment 29 hereto).

referred to as POTS (plain old telephone service). Stacy OSS Aff., ¶ 82. Thus, any order submitted by a CLEC via TAFI for a service other than POTS would drop out of BellSouth's system for manual processing. As a practical matter, a reseller who requires maintenance and repair for any service other than POTS must submit a request to BellSouth by telephone. By contrast, BellSouth can submit repair orders and obtain status electronically for all of its customers' maintenance needs.

129. Even with respect to POTS, TAFI does not provide nondiscriminatory access because, like LENS, TAFI does not permit the CLEC's systems to be connected electronically to BellSouth's OSS. See Stacy OSS Aff., ¶ 88 (describing TAFI as a "human-to-machine interface"). It simply displays presentation screens. Thus, the new entrant's repair representative will be required to input the same information from TAFI into the CLEC's own systems to update repair records, customer service records, and billing records. BellSouth's representatives, on the other hand, are not required to input data manually into two different systems.

130. TAFI fails to provide parity in other respects. First, TAFI is a proprietary system, not an industry standard -- and therefore can be changed by BellSouth unilaterally at any time. Although AT&T has requested BellSouth to provide TAFI functionality through the EBI interface (using industry standard protocols and message sets), BellSouth has refused. BellSouth's belated rationalization that the industry standard "addresses only functions such as electronically opening a trouble ticket or obtaining status information" is incorrect. Stacy OSS

Aff., ¶ 93. In fact, the industry standard covers much more.[79]

131. Second, TAFI, like the currently-offered T1M1 EBI, does not give new entrants the capability to submit and receive status on a significant portion of trouble reports. This prevents CLECs from providing status information to customers in real time -- unlike BellSouth, which can receive status electronically for all of its trouble reports.[80]

132. The numerous defects of BellSouth's current interfaces for maintenance and repair make it impossible for a CLEC to have nondiscriminatory access.[81] In fact, AT&T recently

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[79] Contrary to Mr. Stacy's assertion, the "industry standard" maintenance and repair interface that BellSouth is scheduled to implement in November 1997 for AT&T is not "inferior" to TAFI. Stacy OSS Aff., ¶ 82. As shown in Attachment 30 hereto, AT&T believes that, under the specifications agreed to by BellSouth and AT&T, the interface required under the Interconnection Agreement will have the same capability and functionality as TAFI, including the ability to correct customer features while the customer is on the line. In fact, in addition to its ability to integrate BellSouth's OSS with AT&T's systems, the new interface will have certain capabilities that TAFI does not have, including the ability to support special circuits and electronically report regulatory metrics to regulatory commissions.

[80] Mr. Stacy's assertion that CLECs can use TAFI to check on the status of trouble reports for complex services is incorrect. See Stacy OSS Aff., ¶ 91. Any request for the status of such a report will fall out of TAFI for manual processing.

[81] The interim interfaces for maintenance and repair set forth in the Interconnection Agreement also do not provide AT&T with the same maintenance and repair capabilities as BellSouth provides to itself through its OSS. The Agreement provides that the interim interfaces include: (1) "telephonic exchanges between AT&T and BellSouth maintenance and repair work center personnel"; and (2) the use of TAFI for POTS, "when available." Interconnection Agreement, Att. 15, § 4.4. Thus, the Agreement provides only for the use of TAFI, with the many deficiencies that I have described, and allows AT&T access to TAFI only "when available" -- a matter totally within BellSouth's discretion. For services other than POTS, AT&T is required to submit orders and obtain status by telephone -- unlike BellSouth, which can perform these tasks electronically. Although AT&T considered these "interfaces" to be patently deficient and discriminatory, they were the only interfaces that BellSouth was willing to provide under the Agreement.

decided not to utilize the TAFI interface because, in view of the forthcoming implementation of the permanent maintenance and repair interface promised for late 1997, the substantial costs that would be required to adjust AT&T's systems to TAFI could not be justified.[82] Instead, AT&T will have to submit trouble reports by facsimile or telephone during the interim period -- again leaving AT&T at a competitive disadvantage.

4. BellSouth Has Not Established That The Access To Be Provided To CLECs By The Interfaces That It Is Required To Implement In December 1997 Will Be Nondiscriminatory.

133. In contrast to the patently inadequate interfaces currently offered by BellSouth, the interfaces that BellSouth is required to implement by December 1997 under the Interconnection Agreement have the theoretical potential -- if they are implemented as the Agreement requires -- to provide parity of access. See ¶¶ 8 & n.6, 88-89, supra. Although AT&T hopes that these interfaces will provide such parity, at this stage it is premature to conclude that such will be the case. As Mr. Pfau describes in his affidavit, BellSouth has not even established the performance and reporting measurements that are critical to make a meaningful determination of whether parity exists. Moreover, the recent unilateral decision by BellSouth to restrict the functionality that will be available through the permanent pre-ordering interface makes it unlikely that the permanent interfaces, as they are actually implemented, will provide such parity. Id., ¶¶ 90-93.

134. In any event, even leaving aside defects of BellSouth's proposed permanent

[82] I understand that MCI and ACSI have also decided not to use TAFI, for similar reasons.

pre-ordering interface, the "permanent" interfaces are still works in progress. BellSouth's promise to implement them is no substitute for proof that it has done so. Indeed, much remains to be done. BellSouth and AT&T are still conducting joint planning meetings to develop project plans and joint implementation agreements ("JIAs") for the permanent interfaces. BellSouth has not completed its own technical specifications for the permanent interfaces, nor has it shown that it has established methods and procedures for recording all usage data that is necessary for the billing of UNEs.

135. Moreover, testing of the permanent interfaces is in its early stages. For example, BellSouth and AT&T have signed a Joint Implementation Agreement ("JIA") for Long-Term Pre-Ordering Interfaces.[83] That JIA provides for eleven (11) steps of testing to address the interoperability between gateway-to-gateway and end-to-end systems.[84] The first test under the JIA (the OSI Stack Conformance testing, which is internal to each company) began on July 15, 1997. The parties recently completed network-to-network testing and stack testing (the second and third tests). The move to production is scheduled to begin on December 15, 1997. The last, eleventh stage of the process (the Beta Trial, with AT&T in Beta and BellSouth in production) is

[83] This JIA was negotiated and signed before BellSouth advised AT&T that it would not abide by the agreed-to specifications regarding access to DSAP, access to telephone numbers, and the ability of AT&T to receive CSR information from BellSouth in such a way as to be able to use it to populate AT&T systems and databases.

[84] The steps of the test are: (1) OSI Stack Conformance Testing; (2) Network-to-Network Testing; (3) Stack-to-Stack Testing; (4) EDI Mapping Testing; (5) Pre-Order Application Conformance Testing; (6) End-to-End Testing; (7) Soak and Load Testing; (8) End-to-End Testing; (9) Network Validation Testing; (10) Operational Readiness Testing; and (11) Beta Trial. See also Stacy OSS Aff., Exh. WNS-21.

scheduled to begin January 2, 1998.[85] Thus, although Mr. Stacy is correct that "[s]ome testing has already been completed," that testing has been totally internal to date, and the process is still months away from completion. Stacy OSS Aff., ¶ 42.

136. The permanent ordering and provisioning interfaces also are only in the developmental stage. Joint testing is scheduled to begin on November 14, and the move to production is scheduled to begin on December 15. The parties have not yet reached Agreement on a JIA for these interfaces. No testing of the interfaces has been conducted, no project plan has been developed, and specifications have not been established.

137. After numerous requests by AT&T, BellSouth finally met with AT&T on September 4 and 15, 1997, to identify EDI Version 7.0 requirement definition gaps and finalize the deployment milestones for the permanent ordering interface. At the September 4 meeting, AT&T proposed a detailed set of milestones necessary to gain mutual agreements and specifications (including EDI mapping), requested that an EDI Version 7.0 joint project plan be developed by the end of September, and distributed AT&T's gap analysis to be used during the negotiations. However, at both meetings, BellSouth admitted that it did not have the appropriate resources present to complete effectively the goals and objectives of the meetings. BellSouth also made no commitment to support the detailed milestones or to work toward development of the joint project plan by the end of September. Despite a previous commitment to present a complete

[85] See Stacy OSS Aff., Exh. WNS-21. Attachment 31 hereto depicts the relationship between these tests and the supplier's (BellSouth's) and customer's (AT&T's) gateways, operations support centers, and work centers, and the interconnecting network.

gap analysis assessment, at the September 15th meeting, BellSouth verbally communicated a gap analysis for only a small portion of Issue 7, claiming that it had been unable to do any further work due to time constraints. In short, many issues remain unresolved.

138. As previously indicated, BellSouth has promised to use its best efforts to provide permanent maintenance and repair interfaces for service readiness testing by November 15, 1997.[86] However, the parties have not yet entered into a JIA for that interface, although agreement may be reached in the near future.

139. In short, much remains to be done before the permanent interfaces can be implemented. At this point, neither the parties nor the Commission are in a position to determine whether the permanent interfaces will satisfy BellSouth's OSS obligations.

B. BellSouth Has Not Provided CLECs With the Assistance Necessary For Proper Implementation and Use of Its Interfaces.

140. Under the Ameritech decision, BellSouth can meet its OSS obligations only if it is "adequately assisting competing carriers to understand how to implement and use all of the OSS functions available to them." Ameritech Michigan Order, ¶ 136. BellSouth has not provided such assistance. Although BellSouth contends that it has "provided CLECs with all information (such as user guides and ordering codes) necessary to enable quick processing of CLEC requests, as well as the training they may need to use BellSouth's systems effectively," that is not the case. BellSouth Br., p. 22. In reality, BellSouth has not provided CLECs with the business rules or the

[86] Stacy OSS Aff., ¶¶ 82, 98; letter from Terrie Hudson (BellSouth) to Pamela Nelson (AT&T), dated May 14, 1997 (Attachment 29 hereto).

training that CLECs need for proper implementation and use of the OSS functions.

1. BellSouth Has Failed To Provide the Necessary Business Rules To CLECs.

141. "Business rules define valid relationships in the creation and processing of orders, as well as numerous other interactions." Ameritech Michigan Order, ¶ 137 n.335. Knowledge of these rules -- which are not reflected in the specifications that BellSouth has made available to CLECs and are unknown to CLECs unless they are otherwise shared by BellSouth -- is nevertheless essential to their ability to place orders through the OSS efficiently and successfully. If an AT&T order violates a format business rule, it is likely to be rejected by BellSouth's systems. If an AT&T order violates two such rules, it is likely to be rejected twice, because when BellSouth's system rejects an order, it only specifies the first error that it finds. By contrast, BellSouth's service representatives have editing checks available in the system that alert them to violations of business rules before they submit orders.

142. Because of the importance of business rules, the Commission has expressly made provision of these rules a part of the BOC's OSS obligations under the competitive checklist. Id., ¶ 137. AT&T, in fact, has requested from BellSouth for more than 18 months to provide AT&T with the business rules that must be followed to ensure the successful flow-through of orders in the BellSouth systems.

143. However, despite the obvious need for these business rules and despite its agreement to provide such rules, BellSouth has complied neither with the Commission's requirement nor its own promises. BellSouth has not provided AT&T with the business rules,

including the editing and data formatting rules for its systems, that are critical to successful processing of an order. BellSouth also has not provided the business rules of its publishing affiliate, BAPCO, without which AT&T has no assurance that its customers will be published in the BellSouth directory listings even if the service order flows through BellSouth's legacy systems. In addition, many of the business rules as set forth in BellSouth's publications or systems are erroneous and inconsistent. Finally, it appears that for many matters BellSouth has established no business rules at all.

a. Business Rules Regarding Errors That Prevent Flow-Through of Orders

144. Orders that CLECs submit to BellSouth first undergo edit and data formatting checks by its Local Exchange Order ("LEO") system. If the order passes these checks, LEO will pass the order on to LESOG (the Local Exchange Service Order Generator), which formats the order into BellSouth service order record formats that can be handled by the legacy systems. LESOG will then input the order into the BellSouth Service Order Control System ("SOCS"), where its Service Order Error Routine ("SOER") system will screen the order for other errors that would preclude routing of the order to the legacy systems. See also Stacy OSS Aff., ¶ 57.

145. Thus, before it can even begin its journey through the BellSouth legacy systems, an order must pass the checks of LEO, LESOG, and SOER. If it fails the checks at any of these points, it will fall out of the system for manual processing or will be rejected altogether. In either case, the processing of the order will be delayed.

146. Given the checks made by BellSouth's systems, it is essential that a CLEC know the BellSouth business rules that describe the errors that will stop the processing of an order by LEO, LESOG, and SOER. BellSouth, however, has not provided all such rules to AT&T.

147. BellSouth agreed to provide business rules in 1996, pursuant to AT&T's request. AT&T and BellSouth then entered into a series of meetings in mid-1996 which over time came to be referred to as "Eye Chart and Process" meetings. Using the Phase I EDI specification as a framework, BellSouth's representatives, using a question-and-answer format, supposedly provided the business rules and edits that applied to each ordering field for each type of service and type of order that could be submitted via EDI.

148. AT&T used the results of these meetings to build edits in its own ordering systems to be used when placing orders with BellSouth. Over time, however, as numerous AT&T orders were rejected by BellSouth's system, it became clear that BellSouth had not provided all of the applicable business rules or edits necessary for efficient, effective ordering.

149. In early September 1997, AT&T requested a meeting with BellSouth to identify the errors that were causing a significant percentage of AT&T's orders to be rejected by BellSouth's OSS. A meeting was held on September 9, 1997. During the meeting, BellSouth personnel pointed out errors in the AT&T orders that had led to the rejections.[87] At the end of

[87] For example, BellSouth stated that the list section of several AT&T orders had improperly included commas, periods, or double spaces. Other orders included USOCs for features that were not available at a particular switch.

this presentation, AT&T asked whether these were the only errors in the orders. The BellSouth representatives responded that they possibly were not, because format errors in the orders would also cause the orders to be rejected by LEO/LESOG; thus, only when the orders were resubmitted (with the errors described by BellSouth corrected) would AT&T know whether the orders complied with LEO/LESOG's formatting requirements.

150. The September 9th meeting marked the first occasion on which AT&T was advised that BellSouth had business rules specially governing data formatting in LEO/LESOG -- despite BellSouth's prior commitment to provide all business rules necessary for efficient order processing. Prior to the meeting, AT&T had not been advised of the existence of the LEO/LESOG formatting rules, but had assumed that the business rules and edits of LEO, LESOG, and SOER paralleled one another. Upon learning of the special rules at the meeting, AT&T requested that it be supplied with a list of the business rules for LEO, LESOG, and SOER, including editing rules and a list of all errors that will stop the processing of a service request. BellSouth agreed to provide that information.[88]

151. On September 15, 1997, purportedly pursuant to its commitment at the September 9th meeting, BellSouth transmitted to AT&T a list of five errors that will stop the

[88] See letter from Margaret Garvin (BellSouth) to Pamela Nelson (AT&T), dated September 15, 1997 (Attachment 32 hereto). Although the minutes of the September 9th meeting separately prepared by AT&T and BellSouth differ in many respects, they at least agree that AT&T requested BellSouth's edit rules and BellSouth would submit to AT&T a list of the format errors on LEO that will stop the order flow process. See Attachments 33a and 33b hereto (minutes prepared by AT&T and BellSouth, respectively).

processing of a service request. See Attachment 34 hereto.[89] Although a few of these rules are helpful (and were not previously known by AT&T), they relate only to edits in LESOG. To this day, AT&T has not been provided with the other business rules promised by BellSouth.

152. In all likelihood, the failure of BellSouth to provide AT&T with its business rules, including rules regarding edit checks, has caused LEO, LESOG, and SOER to reject a significant number of AT&T orders. Without knowledge of these rules, AT&T will experience further rejection of its orders in the future, with corresponding delays in the provision of service to customers. In fact, without such knowledge it is likely that a significant number of orders rejected by LEO/LESOG data formatting checks and other BellSouth edit checks will ultimately be canceled altogether by BellSouth.

153. BellSouth recently advised AT&T that, effective October 1, 1997, any CLEC order that is rejected by BellSouth will be canceled if the error is not corrected within 10 business days. The ten-day period begins on the day when a rejection notice is sent to the CLEC, and will continue to run unless and until the order is resubmitted without the previous error. Thus, if an AT&T order is rejected for errors, it will be canceled altogether by BellSouth unless, within ten business days, AT&T somehow determines what the error is, and how to correct it. If AT&T resubmits the order again without making the necessary adjustments, the order will again be rejected -- and will have to be resubmitted. These problems could be avoided if AT&T was

[89] Three of the five "errors" described in BellSouth's transmission were pending service orders, accounts in final status, and Skeletal Records Only accounts -- which really are not "errors" at all. See Attachment 34 hereto.

informed of BellSouth's business rules.

b. BAPCO Business Rules

154. As part of their processing of an AT&T order, the BellSouth systems automatically send a directory listing order (extracted from the service order) to the systems of BellSouth's affiliate, BAPCO. If the directory listing order clears BAPCO's systems, a directory listing for that customer will be made in the BellSouth directory.

155. The business rules for BAPCO's systems, however, are not entirely consistent with those of BellSouth's own systems. Even if an order flows through the BellSouth legacy systems, it may nonetheless be rejected by the BAPCO systems for failure to meet a particular BAPCO business rule. For example, although BellSouth's systems allow a customer's street name to be listed on an order in either upper case or lower case, BAPCO's systems do not allow capitalization. If a CLEC sends an order with the street name capitalized, the customer will receive the service that it ordered, but it may not be listed in the BellSouth directory.

156. For these reasons, knowledge of the BAPCO business rules is important to the success of a CLEC. Customers expect their local exchange service to include the listing of their name, address, and telephone number in the directory. If a customer is not listed in the BellSouth directory because the service order failed to comply with a BAPCO rule, the result will be customer dissatisfaction -- which almost certainly will be directed at the CLEC.

157. It was to avoid these problems that AT&T requested BellSouth to provide the BAPCO business rules, particularly since AT&T is not always notified when BAPCO's systems reject an order. To date, however, BellSouth has failed to provide the rules. As a result,

AT&T has no assurance that its customers will receive a directory listing even if its orders clear the BellSouth legacy systems.

c. Errors and Inconsistencies in BellSouth's Existing Business Rules

158. Through its experience in submitting orders to BellSouth, AT&T has discovered that a number of the business rules that BellSouth has provided to AT&T are erroneous, inconsistent, or both. These deficiencies have caused rejections and delays of AT&T orders, and corresponding customer dissatisfaction.

159. The mere provision of business rules by a BOC to a CLEC is inadequate, unless the BOC has first verified their accuracy. Should the rules prove to be incorrect, orders submitted in accordance with the rules will be rejected. Consequently, incorrect business rules are tantamount to no rules at all.

160. The BellSouth Local Exchange Ordering Guide ("LEO Guide"), which sets forth business rules governing the fields in an EDI service order, includes a number of business rules that are in error or are internally inconsistent. These errors are significant to AT&T because AT&T has constructed its interfaces based on those rules. Reliance on these rules has caused rejection of orders, with effects detrimental to AT&T's competitive position.

161. For example, the July 1997 version of the LEO Guide states that for Georgia, the USOCs "NOB" and "NOBPC" are valid USOCs for the ordering of Caller ID

Blocking service for residential customers.[90] The BellSouth Georgia tariff similarly indicates that either USOC can be used to order Caller ID Blocking. AT&T designed its data mapping for its interfaces to reflect that rule. However, when AT&T submitted orders for Caller ID Blocking using "NOB" as the USOC for that feature, BellSouth rejected the orders, stating that this is not a valid USOC. After being advised of this problem by AT&T, BellSouth admitted that the LEO Guide is incorrect -- and that BellSouth representatives were not experiencing the same errors when they were submitting orders for this service. As an interim measure, BellSouth agreed to accept orders with the "NOB" USOC and to process previous such orders that had been canceled. However, BellSouth has made no commitment as to whether, or when, it will correct the LEO Guide. Moreover, although BellSouth stated that it would no longer reject orders with the "NOB" USOC beginning September 29, 1997, AT&T received a rejection notice for an order that was submitted on September 30.

162. Similarly, both the LEO Guide and BellSouth's Products/Services Inventory Management System ("P/SIMS") erroneously stated that Caller ID Deluxe could be ordered using "NXM" as the USOC feature code. When AT&T placed orders using this USOC, they were rejected. BellSouth has now acknowledged its error and has promised to correct the LEO Guide.

163. The LEO Guide has also been inconsistent with respect to the ordering of Custom Ring, which enables customers who desire more than one number to have distinct rings

[90] The LEO Guide's ordering requirements and business rules are applicable to Georgia, North Carolina, South Carolina, and Florida. Thus, any problems in the LEO Guide will be applicable to South Carolina even if the errors were discovered in providing service to a customer in one of the other three states.

for each number. Although the April 1997 edition of the LEO Guide indicated that Custom Ring can be ordered for a customer only if it is available through the local central office, the July 1997 edition stated that the feature is available through all central offices. The difference was obviously significant from a competitive standpoint; CLECs will lose the confidence of customers who desire this feature if they represent that the feature is available, only to find out later that the feature cannot be ordered for that particular switch. Because of this inconsistency, AT&T was required to request BellSouth to clarify whether the July 1997 LEO Guide constituted a change in policy with respect to Custom Ring, or is simply inconsistent with the April 1997 LEO Guide.[91] Only in mid-September did BellSouth finally revise the LEO Guide to clarify the matter.

164. Because of the inaccuracies that it has found in the LEO Guide, AT&T has requested BellSouth to review the entire Guide for errors and discrepancies, and to make such corrections as are necessary. BellSouth has not yet indicated whether it will do so.

d. Absence of Business Rules That Clearly Address Particular Situations

165. For a number of transactions, BellSouth has failed to establish rules that are necessary for CLECs to order and provide service to their customers. Suspend and Restore, Partial Migrations, and the recent changes in BellSouth's practice regarding RSAG errors are but a few of these transactions.

166. Suspend and Restore Service enables a customer to suspend service to its

[91] See letter from Beverly Simmons (AT&T) to Margaret Garvin (BellSouth), dated September 24, 1997 (Attachment 35 hereto).

residence after a particular date, and to restore service at a later date. This service is particularly useful for persons owning vacation homes. Although BellSouth has advised AT&T that this service applies to both local exchange and toll service, BellSouth has not made clear whether it will offer different levels of suspension that would, for example, enable a CLEC customer to suspend only its toll service. BellSouth also has not advised CLECs whether "Quick Service for E911" -- a feature that would enable a customer to call 911 even after its service was otherwise suspended -- will apply to Suspend and Restore. AT&T requested BellSouth to resolve these issues, in order that it can properly advise its customers regarding the service. As of September 30, 1997, however, BellSouth had not done so.[92]

167. BellSouth also has failed to develop clear business rules governing orders for partial migrations -- that is, situations where a customer with multiple lines transfers some of its business to AT&T, but retains BellSouth as its local exchange carrier for the remaining lines. In previous negotiations with AT&T, BellSouth had agreed that the CLEC could simply submit a service order for the portion of the customer's business that was migrating to the CLEC; BellSouth would then issue a BellSouth service order to establish a separate account for the portion of the customer's business that remained with BellSouth. This practice prevented service interruption.

168. Recently, however, BellSouth appears to have changed its policy.

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[92] See letter from Beverly Simmons (AT&T) to Margaret Garvin (BellSouth), dated September 25, 1997 (Attachment 36 hereto). BellSouth finally responded to AT&T's request on October 2, 1997.

BellSouth now requires that in the case of partial migrations, the CLEC must describe in detail on the service order the disposition of the customer's remaining service, even if this service is not given to the CLEC but belongs to another local service provider. If the CLEC fails to do so, the BellSouth LCSC will determine the arrangements for the remaining service by contacting the CLEC (if the CLEC is the authorized agent for the customer) or the customer itself.

169. This "change of policy" not only converts the ordering processing from an automated to a manual one, but requires CLECs to furnish information that may be impossible to provide. Because a CLEC is required to specify the disposition of the remaining lines in the remarks portion of the service order, the order will fall out for manual processing by BellSouth, whose automated systems do not read such remarks. More importantly, the CLEC is being required to ascertain the customer's wishes concerning the disposition of the customer's lines that the customer does not wish the CLEC to serve -- a task that not only is unreasonable, but may also be difficult (since it requires a CLEC to take on a larger role than the customer wishes).

170. Finally, although BellSouth recently established procedures that will enable CLEC orders to be corrected in LEO for errors in customer addresses, BellSouth has established no procedures for notifying CLECs of the adjustments.[93] Such notification is critical to a CLEC; without it, the customer's address in the systems of the CLEC and the BellSouth will be inconsistent, leading to future problems in such areas as billing and changes of service. Although

[93] On August 19, 1997, BellSouth implemented up-front edits in LEO for Migration As Specified orders that will enable the orders to be processed as long as the address on the order is "close enough" to the address as set forth in RSAG.

BellSouth has promised to advise AT&T of notification, it has not yet done so.

2. BellSouth Has Failed To Provide Adequate Training To CLECs In the Implementation and Use of Its Systems.

171. It is essential that the incumbent LEC provide adequate training to personnel of the CLECs, particularly where the interfaces provided by the ILEC are proprietary to that ILEC and not based on industry standards. The provision of specifications and procedures to the CLEC, although essential to operational readiness, are not a substitute for proper training. Without proper training on the operation and use of the interfaces, CLEC personnel are likely to make errors -- or not be able to operate the interfaces at all.

172. BellSouth, however, has not provided sufficient training to the CLECs. Although Mr. Stacy contends that BellSouth has provided such training, the limited training sessions and user guides that he cites are no substitute for the weeks of training that BellSouth gives to its own customer service representatives in using its OSS for its retail operations. Stacy OSS Aff., ¶¶ 135-139, 141.

173. BellSouth's LENS training is a case in point. Comprehensive training in LENS is essential for a CLEC, both because it is the only interface that BellSouth offers for pre-ordering and because it is proprietary to BellSouth. Yet, despite repeated requests by AT&T for LENS training, BellSouth did not provide any comprehensive training until June 17, 1997. This date was, of course, after the date on which BellSouth had been required to implement LENS under the orders of the Georgia PSC.

174. The May 13, 1997 "training" described by Mr. Stacy (Stacy OSS Aff.,

¶ 136) was simply a one-hour, 45-minute demonstration that provided CLECs with only a cursory familiarization with LENS. Questions that were outside the scope of BellSouth's "script" for the session were discouraged.

175. The LENS training that BellSouth did provide on June 17, 1997, was limited to a single day. Much of the "training" was little more than an expanded demonstration of the LENS interface by BellSouth representatives. The sessions provided little information. Representatives of CLECs who attended were encouraged by BellSouth representatives to use a "suggested" list of special training telephone numbers and addresses. However, when CLEC representatives used other numbers and addresses obtained from telephone directories in the training room, they experienced numerous problems with LENS. The BellSouth trainers were unable to explain the error messages or procedures to be used whenever the CLEC representatives requested information outside the scripted training.[94]

176. Moreover, as originally proposed by BellSouth, the LENS training sessions were to be limited to a maximum of 15 persons, with each CLEC allowed to send a maximum of three representatives. Although AT&T was ultimately allowed to send eight representatives to two training sessions, even that amount is plainly insufficient for large CLECs, such as AT&T, that expect to use dozens or even hundreds of customer service representatives in their operations. Although AT&T requested BellSouth to provide on-site training in LENS, BellSouth

[94] By the time of the next AT&T LENS training session, all telephone directories had been removed from the training room -- making it virtually impossible for the trainees to deviate from the scripted training.

has not done so.

177. Mr. Stacy seeks to justify the restricted nature of the LENS training by pointing out that CLECs are provided with a LENS User Guide during the training session. Id. Mr. Stacy however, misses the point. Unlike EDI, which gives a CLEC the option of developing its own systems on its side of the EDI interface, LENS is proprietary to BellSouth. Only comprehensive training by BellSouth, where CLECs can work with the LENS system, can provide that information. Without that training, LENS cannot be said to be operationally ready.[95]

178. In addition, although the LENS Users Guide is somewhat helpful, it does not provide all of the information that a customer service representative needs to use LENS. One of the shortcomings of the LENS Users Guide is that BellSouth does not provide updates to the Guide to reflect the changes that it is constantly making. The current issue of the LENS Users Guide is dated June 17, 1997, and therefore contains no information on a number of capabilities that have been added or changed since that time. See Stacy OSS Aff., Exh. WNS-48, p. 1. Those capabilities include suspend orders, restore orders, directory, directory white pages orders, directory yellow pages orders, and changes in requirements for the identification of primary interexchange carrier selection on switch as is and switch as specified orders. Procedures for

[95] Mr. Stacy's criticism of CLECs for failing to adjust their systems and train their own personnel in response to changes in BellSouth's systems is baseless. See Stacy OSS Aff., ¶ 143. Any CLEC realizes that when BellSouth updates its interfaces, the CLEC will need to update its own systems and train its own personnel to the extent possible. Such updating and training, however, are possible only if BellSouth provides the information necessary to perform them -- and BellSouth has not done so. Furthermore, in the case of proprietary interfaces such as LENS, even written information may be an insufficient substitute for training.

these and other changes have also not been provided to LENS users through any other medium.

III. THE INTERFACES THAT BELLSOUTH PURPORTS TO OFFER WITH RESPECT TO UNEs ARE NEITHER NONDISCRIMINATORY NOR OPERATIONALLY READY.

179. BellSouth admits that it has not developed, and has no present intent to develop, the OSS access needed to allow CLECs to order combinations of network elements. For this reason alone, BellSouth fails to satisfy its obligation of providing notification access to its OSS.

180. As to individual UNEs, BellSouth also fails to provide parity of access, with its development of interfaces to support UNEs lagging even further behind its development of interfaces supporting resale.[96] In short, BellSouth has not provided CLECs with the necessary ordering specifications, purports to offer interfaces that require manual intervention and fail to provide the same functionality that as BellSouth obtains for itself, has not performed sufficient testing, and has not developed sufficient standards for measuring the performance of particular OSS functions.

A. BellSouth Has Failed To Provide the Interfaces, Specifications and Business Rules Necessary For Ordering Combinations of UNEs.

181. As BellSouth candidly admits, it has not developed electronic interfaces that would enable CLECs to order the combinations of UNEs that are essential to local market entry,

[96] This fact is evidenced by the BellSouth witnesses' comparatively short discussion of the availability of interfaces for UNEs, as opposed to the interfaces for resale services. See, e.g., Stacy OSS Aff., ¶¶ 59-60; Ameritech Michigan Order, ¶ 215 (stating that the Commission was "troubled" by Ameritech's emphasis on providing information and support for OSS functions that support resale, as compared to that offered for the use of UNEs).

or provided CLECs with the specifications or business rules necessary to order such combinations.[97] In fact, Mr. Stacy states that BellSouth has no intention of doing so. Stacy OSS Aff., ¶ 60. Even in Kentucky, where the state Public Service Commission requires BellSouth to provide such combinations, BellSouth requires orders for combinations to be placed by facsimile.[98]

182. Thus, as a result of BellSouth's intransigence, interfaces for the ordering and use of UNE combinations have not been constructed or tested, and obviously are not operationally ready. In addition, BellSouth has not even provided AT&T with the information necessary for ordering the individual UNES that AT&T wishes to combine on its own, either in oral conversations or in writing. As a result, AT&T has no means of ordering UNE

[97] AT&T's repeated, and unsuccessful, efforts to obtain the specifications necessary for the electronic ordering of UNE combinations are described in Attachment 37 hereto.

[98] See letter from Jill Williamson (AT&T) to Jo Sundeman (BellSouth), dated September 16, 1997 (Attachment 38 hereto). Indeed, as of September 30 BellSouth had not even programmmed into its systems the USOCs for UNE combinations -- effectively precluding BellSouth personnel from implementing such orders. BellSouth has also not even provided the business rules necessary to place UNE platform orders manually. For example, having been denied any capacity to send UNE platform orders via EDI, AT&T recently submitted for manual processing 12 UNE platform orders for test participants in Florida. When one of the orders was returned by BellSouth for clarification, AT&T Local Services Program Manager Jill Williamson called BellSouth and was informed that under a new BellSouth document detailing acceptable activity types, BellSouth will no longer accept either a "W" (swap-as-is) or an "A" (add/new) on combination loop/port orders. AT&T has never received this BellSouth document and received no notice that BellSouth had changed its ordering process for loop/port orders. Such unilateral and unannounced changes in business rules frustrate AT&T's efforts to BellSouth's obtain even the most crude access to OSS for ordering UNE combinations.

combinations, whether existing combinations or combinations that AT&T desires to achieve.[99]

B. BellSouth's Electronic Interfaces For Individual UNEs Do Not Offer Parity of Access.

183. Although Mr. Stacy contends that BellSouth offers purchasers of individual UNEs a variety of nondiscriminatory interfaces to perform the pre-ordering, ordering, provisioning, maintenance and repair, and billing functions, such is not the case -- either under the SGAT or under the Interconnection Agreement.[100] Each of these interfaces is discriminatory in numerous ways.

1. Ordering and Provisioning

184. As a threshold matter, Mr. Stacy's assertion, with respect to individual UNEs, that the EDI interface supports "the simpler unbundled elements: unbundled loops, unbundled ports, unbundled interim number portability, and the unbundled loop and interim

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[99] I understand that the U.S. Court of Appeals for the Eighth Circuit has ruled that BOCs are not required to combine UNEs for CLECs, or even to provide already-combined UNEs in their current combined form. However, I also understand that these rulings are being appealed by AT&T and other parties. Regardless of the outcome of the appeals, the Eighth Circuit's rulings do not alter the fact that UNE combinations are an essential component of successful market entry -- and that BellSouth has not shown that it can provide UNEs in a way that will enable CLECs to combine network elements.

[100] BellSouth offers at least three interfaces that allegedly support both resale and UNEs: LENS, Electronic Data Interchange ("EDI"), and the T1M1 Electronic Bonding Interface ("T1M1 EBI"). See Stacy OSS Aff., ¶¶ 6, 59, 82. In Part II, I discussed the deficiencies in these interfaces that are common to UNEs and resale. In this part, I will attempt to confine my discussion to the additional deficiencies of these interfaces in the context of UNEs.